FRAUDULENT CONVEYANCES—SALES IN BULK—VALIDITY AS BETWEEN THE PARTIES—LIEN FOR PRICE.—An insolvent partnership, limited, made a sale of coal which was void as to creditors for non-compliance with a statute prohibiting sales in bulk, except on compliance with certain provisions. *Held,* that such sale was ineffective as between the parties, and gave the buyer no lien for the money he has paid. *Farrar et al.* v. *Lonsby Lumber and Coal Co. Ltd. et al.; In re Lakeside Ice and Coal Co.* (1907), — Mich. —, 112 N. W. Rep. 726.

The vendees of the coal, Dalby and Sarns, co-partners under the name of the Lakeside Ice and Coal Co., gave their promissory notes for the purchase price, the notes now being in the hands of banks. After the receiver was appointed, the vendees filed a petition, asking leave to intervene, and that the receiver be ordered to deliver to them the property which they claim to have purchased, or as an alternative, that the court order a lien in their favor upon the property. But to allow this would be to avoid the statute. The petitioners were implicated in the fraudulent transaction; they are not in a court of equity with clean hands. In a mortgage fraudulent as to creditors, where a part of the consideration was that the mortgagee pay some prior encumbrances on a part of the property mortgaged, the mortgagee is not entitled to be reimbursed for such, as the fraud vitiates the whole, *Tickner* v. *Wiswall,* 9 Ala. 305. Where one sells property to defraud his creditors, the vendee, after the property is sold on execution against the vendor, cannot recover in assumpsit the value thereof against the vendor. *Surlott* v. *Beddow,* 19 Ky. (3 T. B. Mon.) 109. In tort for conversion by the assignee of an insolvent debtor of property claimed by the plaintiff under a conveyance, if the jury find the conveyance void as a preference made in payment of a pre-existing debt, the plaintiff cannot recover cash paid the debtor as the difference between the value of such property and the debt which the conveyance was made to secure. *Bartlett* v. *Decreet,* 70 Mass. (4 Gray) 111. But the grantee in a deed which has been avoided by creditors of the grantor as fraudulent may recover of the grantor the amount of notes previously held by the grantee against the grantor, and which the grantee surrendered as part of the consideration for the deed, *Leach* v. *Tilton,* 40 N. H. 473; but not if he had the fraudulent intent or knew the grantor had, *Leach* v. *Tilton,* supra. Where a vendor, in fraud of his creditors, gave a bill of sale of his personal property, but kept possession of it and subsequently sold it, the vendee was allowed to recover the value thereof; the court refusing to apply the maxim in pari delicto potior est conditio defendentis, *Hoeser* v. *Kracka,* 29 Tex. 450. Where a husband and wife conveyed his land to a third person, who then transferred it to his wife, she paying for it out of her own estate, the husband's creditors, in a suit to subject the land to the payment of their claims, were compelled to pay the wife the amount she paid for the land, but not interest, *Harder* v. *Rohn,* 43 Ill. App. 365. The purchaser in bad faith will not be entitled to reimbursement, unless he shows that it inured to the benefit of the creditors by adding to the amount applicable to the payment of their debts, *Chaffe* v. *Gill,* 43 La. Ann. 1054, 10 South. 361; *Barker* v. *Phillips,* 11 Rob. (La.) 190. But see *Seivers* v. *Dickover,* 101 Ind. 495, where the fraudulent vendee was

not allowed to recover his payment, even though it inured to the benefit of bona fide creditors, the law leaving the parties where it found them. For a discussion of the vendor's lien, V MICHIGAN LAW REVIEW, p. 373.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—VALIDITY.—Before marriage a husband conveyed his farm to his son, reserving a life-estate in one half the farm. Because of this conveyance the marital relations were unpleasant, whereupon an agreement of separation was made, the husband giving the wife his note, in consideration of which the wife agreed to renounce all claims of dower in the estate. In an action by the wife to set aside the deed to the son as fraudulent, *held,* a husband and wife cannot make a valid contract renouncing their marital rights. *Hill* v. *Hill et al.* (1907), — N. H. —, 67 Atl. Rep. 406.

The question as to the validity of separation agreements by husband and wife was unsettled at common law, because of the influence of the ecclesiastical courts, and the dicta of former courts which had become embodied in the common law. The decision of Lord ELDEN in *Lord St. John* v. *Lady St. John,* 11 Ves. 526, upholding the validity of contracts of this nature, has practically settled the law in England. In the United States the decisions are almost unanimously opposed to that of the principal case. *Wells* v. *Stout,* 9 Cal. 480; *Nichols* v. *Palmer,* 5 Day (Conn.) 47; *Chapman* v. *Gray,* 8 Ga. 341; *Hilbish* v. *Hattle,* 145 Ind. 59, 44 N. E. 20; *Goddard* v. *Beebe,* 4 Greene (Iowa) 126; *Hendricks* v. *Hendricks,* 4 Ky. Law Rep. 724; *Labbe's Heirs* v. *Abat,* 2 La. 553, 22 Am. Dec. 151; *Carey* v. *Mackey,* 82 Me. 516, 20 Atl. 84, 17 Am. St. Rep. 500, 9 L. R. A. 113; *Fox* v. *Davis,* 113 Mass. 255, 18 Am. Rep. 476; *Randall* v. *Randall,* 37 Mich. 563; *Roll* v. *Roll,* 51 Minn. 353, 53 N. W. 716; *Mills* v. *Richards,* 34 Miss. 77; *Aspinwall* v. *Aspinwall,* 49 N. J. Eq. 302, 24 Atl. 926; *Clark* v. *Fosdick,* 118 N. Y. 7, 22 N. E. 1111, 16 Am. St. Rep. 733, 6 L. R. A. 132; *Thomas* v. *Brown,* 14 Ohio St. 247; *Commonwealth* v. *Henderschedt,* 1 Kulp (Pa.) 42; *Buckner* v. *Ruth,* 13 Rich. Law (S. C.) 157; *Caffey's Ex'rs* v. *Caffey,* 12 Tex. Civ. App. 616, 35 S. W. 738. Prior to the enactment of statutes giving the wife the right to contract in her own name, agreements of separation were made through the intervention of a trustee. *Mills* v. *Richards,* supra, holds that contracts of this nature, without the intervention of a trustee, are void, while *Hilbish* v. *Hattle,* supra, holds that agreements of this nature will be upheld even though made without the intervention of a trustee. The principal case is supported by *Foote* v. *Nickerson,* 70 N. H. 496, 48 Atl. 1088, holding that contracts of this nature are opposed to public policy and are void. A similar holding is found in *Collins* v. *Collins,* 1 Phil. Eq. (N. C.) 153, although *Sparks* v. *Sparks,* 94 N. C. 527, holds that under some circumstances separation agreements are valid. *Switzer* v. *Switzer,* 26 Grat. (Va.) 574, holds that separation agreements are void, unless it appears from the negotiations which preceded the agreement that the wife could act with perfect freedom.

INSURANCE—FIRE—CONCURRENT INSURANCE.—Insured had forty-five hundred ($4500.00) dollars insurance on his property. The agent of defendant company, knowing this, wrote him a fifteen hundred ($1500.00) dollar policy.